

EXHIBIT A

**ADVERTISING AND TELECOMMUNICATIONS COMMITMENTS
SIDE LETTER**

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**FORM OF ADVERTISING AND TELECOMMUNICATIONS COMMITMENTS SIDE
LETTER**

[DEX HOLDINGS LLC LETTERHEAD]

[Date of First Closing]

Qwest Communications International Inc.
Qwest Corporation
1801 California St.
Denver, Colorado 80202-1984
Attention: _____

Re: Commitments Regarding Advertising and Telecommunications Services

Ladies and Gentlemen:

Reference is made to: (i) the Purchase Agreement by and among Qwest Dex, Inc. (“**Dex**”), Qwest Communications International Inc. (“**QCII**”), Qwest Services Corporation (“**QSC**”) and Dex Holdings LLC (“**Buyer**”) dated as of August 19, 2002, pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to (a) contribute certain of its assets and liabilities to SGN LLC (“**First Publisher**”), and (b) sell all of the outstanding limited liability company interests of SGN LLC to Buyer following such contribution (the “**LLC Purchase Agreement**”); and (ii) the Purchase Agreement by and among Dex, QCII, QSC, and Buyer dated of even date with the LLC Purchase Agreement, pursuant to which Dex has agreed, subject to the terms and conditions set forth therein, to (i) contribute certain of its assets and liabilities to GPP LLC (“**Second Publisher**”), and (ii) sell all of the outstanding limited liability company interests of GPP LLC to Buyer following such contribution (the “**LLC II Purchase Agreement**”, and together with the LLC Purchase Agreement, the “**Purchase Agreements**”). All references to “**Publisher**” will mean the First Publisher unless the transactions contemplated by the LLC II Purchase Agreement are consummated (the “**Second Closing**”), in which case it will mean the First Publisher and Second Publisher, collectively. Capitalized terms used herein without definition will have the respective meanings set forth in the LLC Purchase Agreement. Each of Buyer and Publisher, on the one hand, and QCII and Qwest Corporation, a Colorado corporation (“**QC**”), on the other hand, a “**Party**” and, collectively, the “**Parties**”; provided, however, that Second Publisher shall have no obligations hereunder unless and until the Second Closing has occurred.

The LLC Purchase Agreement provides that the obligations of the parties thereto to consummate the Closing are subject, among other things, to the execution and delivery of this letter agreement. In connection with the transactions contemplated by the Purchase Agreements, (i) you have agreed to certain commitments with respect to the purchase of advertising from Publisher after the Closing, and (ii) we have agreed to certain commitments with respect to the purchase of voice and data telecommunications, internet connectivity, wireless communications or other comparable or successor voice or data products or services (collectively, “**Telecommunications Services**”) from QCII, QC and their Affiliates (collectively, “**Qwest**”).

1. Advertising Commitment.

A. Subject to the terms and conditions outlined herein, QCII and QC will, jointly and severally (subject to Section 5.J hereof) and in the aggregate, purchase, on a take or pay basis, at least \$ [REDACTED] of advertising per year from Publisher (the "**Annual Ad Commitment**"). Subject to Section 3 of this letter agreement, this commitment will terminate on the fifteenth (15th) anniversary of the Closing Date. With respect to the calendar year in which the Closing Date occurs and the calendar year during which the 15th anniversary of the Closing Date occurs, the Annual Ad Commitment will equal the product of (x) Annual Ad Commitment and (y) a fraction, the numerator of which is the number of days in the applicable calendar year which precede (i) the Closing Date or (ii) the 15th anniversary of the Closing Date, as applicable, and the denominator of which is 365.

B. QCII and QC will receive credit toward satisfaction of the Annual Ad Commitment for all advertisements, solicitations or other paid listings of any type purchased from Publisher by any Qwest entity. In the event that such combined purchases by Qwest fail to satisfy the Annual Ad Commitment, QCII and QC will in the aggregate owe to Publisher an amount equal to the difference between (x) Annual Ad Commitment and (y) the amount so expended by Qwest for advertising purchased from Publisher in the applicable year (the "**Ad Commitment Shortfall**"). Additionally, in the event that Qwest's purchases of advertising from Publisher in a given year exceed the Annual Ad Commitment, QCII and QC will receive a credit toward satisfaction of the Annual Ad Commitment for the following year in the amount of such overage; provided, however, that such credit will not exceed \$5 million per year.

C. Publisher will make available to Qwest all advertising properties at its disposal (including, at a minimum, sufficient inventory so as to permit Qwest to expend the total Annual Ad Commitment in each year), including tangible media (e.g., paper directories, CD-ROM), electronic media (e.g., Internet) or other media subsequently used by Publisher during the term of the commitment. To the extent that Publisher offers such media types and characteristics (including, but not limited to, inclusion in categories, size, placement and use of color), Qwest will have the sole right to determine the media type (including on a market-by-market basis) and characteristics of advertisements purchased from Publisher, subject to generally applicable policies of Publisher (including, without limitation, the current policies of Dex with respect to Awareness Products); provided, however; that if such policies are revised in any manner materially adverse to Qwest, the revisions shall not be applicable to Qwest without the prior consent of Qwest. Additionally, publisher covenants that it will not adopt policies which reduce the options available to Qwest with respect to the media types and characteristics of advertising available to Qwest without a material independent business reason.

D. In the event that any Ad Commitment Shortfall is due hereunder, Publisher will invoice QCII and QC within sixty (60) days following the end of the applicable calendar year, which invoice shall provide reasonably sufficient written documentation to substantiate the amount stated as due thereon. All items on an invoice will be jointly and severally (subject to Section 5.J hereof) payable by QCII and QC, in an amount to be determined by such entities, within thirty (30) days after QCII's and QC's receipt of the invoice (the "**Due Date**") by wire transfer, in immediately available funds, to an account previously specified by Publisher in writing. Any amount not paid within such period and not validly disputed pursuant

to Section 1.F by the Due Date will be considered past due and will bear interest at the reference rate of Bank of America on the date the payment was initially due plus two hundred fifty (250) basis points, commencing upon the first calendar day following the Due Date through the date of receipt of payment. Any amount not paid by the Due Date but validly disputed pursuant to Section 1.F will, if ultimately determined through binding arbitration pursuant to Section 5.I to be due and owing to Publisher, be considered past due and will bear interest at the reference rate of Bank of America on the date the payment was initially due, commencing upon the first calendar day following the Due Date through the date of receipt of payment.

E. All billing disputes or requests for billing adjustments by QCII and/or QC must be in good faith and submitted to Publisher in writing on or prior to the Due Date, with reasonably adequate written documentation supporting the basis for the claim, and must include payment of all undisputed amounts due; provided, however, that any withholding for disputes will not exceed ten percent (10%) of the total invoiced amount. Alternatively, if QCII and/or QC have, in the aggregate, paid an invoiced amount in full, each of QCII and QC, as applicable, will have sixty (60) days from the Due Date to give notice of a dispute regarding amounts invoiced therein and already paid or thereafter such invoice will be deemed correct and no longer subject to dispute. Upon receipt of any billing dispute or request for billing adjustments, QCII and QC, as applicable, and Publisher will promptly address and attempt to resolve the claim pursuant to Section 1.F. Each Party, in its reasonable discretion, may request additional supporting documentation with respect to such billing dispute. If it is ultimately determined through the dispute resolution procedures set forth herein that the disputed portion of an invoice is an invalid charge or that other credits or adjustments are appropriate, to the extent that QC and/or QCII has previously paid such sum to Publisher, Publisher will within five (5) Business Days remit such amount to QCII or QC as applicable (including, to the extent necessary, on a pro rata basis) by wire transfer of immediately available funds to an account designated in writing by QCII and/or QC, as applicable, together with interest at the reference rate of Bank of America on the date the payment was initially due.

F. All disputes or requests for billing adjustments will initially be submitted to the heads of the applicable divisions of each Party for resolution. If the heads of the applicable divisions of each Party are unable to resolve the dispute within ten (10) days after submission of the dispute to them, each Party will refer the dispute as follows: (i) in the case of QCII and QC, to Afshin Mohebbi or the successor President or Chief Operating Officer of QCII or such Person's designated representative; and (ii) in the case of Publisher, to George Burnett or the successor president of Publisher (collectively, the "**Designated Representatives**"), for attempted resolution through good faith discussions within twenty (20) days after submission of the dispute to them. If the Designated Representatives are unable to resolve any such dispute within such twenty (20) day period, then the dispute will be submitted to binding arbitration as set forth in Section 5.I below.

G. The price terms (including payment terms) and service terms offered by Publisher to Qwest will, taken as a whole, be at least as favorable as those afforded to any other purchaser of similar quantities of similar advertising from Publisher or, in the absence of a purchaser of similar quantities of similar advertising, solicitations or other paid listings of any type, the next largest purchaser of advertising, solicitations or other paid listings of such type from Publisher.

2. Telecommunications Commitment.

A. Subject to the conditions outlined herein, Publisher and its Affiliates will purchase from Qwest on an exclusive basis those Telecommunications Services that (i) Qwest offers from time to time, and (ii) a Publisher or an Affiliate determines to utilize from time to time. Subject to Section 3 of this letter agreement, this commitment will terminate on the fifteenth (15th) anniversary of the Closing Date. QC agrees that Publisher and its Affiliates will have no obligation to purchase or use any minimum amount of Telecommunications Services. Qwest acknowledges that Affiliates of Publisher will not include Carlyle Partners III, L.P., a Delaware limited partnership, Welsh Carson Anderson & Stowe IX, L.P., a Delaware limited partnership, or of any other equity investor in Buyer (other than Persons under the direct or indirect control of Buyer) or any of their, or their Affiliates', respective portfolio companies (other than Buyer and other Persons under the direct or indirect control of Buyer). As used herein, the term "control" means the possession of the power to direct the management and policies of the referenced Person, whether through ownership interests, by contract or otherwise.

B. Qwest will offer the Telecommunications Services to Publisher and its Affiliates, as applicable, on pricing terms (including payment terms) and service terms that, taken as a whole, are at least as favorable as those afforded to any other purchaser of similar quantities of similar services from Qwest or, in the absence of a purchaser of similar quantities of similar services, the next largest purchaser of similar services from Qwest.

C. Publisher, on behalf of itself and its Affiliates, acknowledges that there are certain legal constraints on Qwest's ability to provide Telecommunications Services and that Publisher's obligations are subject to Qwest's ability to provide the relevant Telecommunications Services. If those legal constraints are resolved (e.g., because Qwest has obtained relief from Section 271 of the Communications Act of 1934, as amended), Qwest will so notify Publisher.

D. The obligations of Publisher and its Affiliates to purchase Telecommunications Services from Qwest are further subject to Qwest's ability to offer pricing terms (e.g., based on comparable volume and term) and service terms (e.g., based on comparable reliability, bit error rates and availability) that are equivalent to those generally available in the relevant market to Publisher or the relevant Affiliate of Publisher, as applicable, at the time the Telecommunications Services are ordered. Regardless of the potential availability of discounts to purchasers of bundled Telecommunications Services, in no event will the constraints on Qwest's ability to provide certain Telecommunications Services be deemed to constitute the failure of Qwest to provide other Telecommunications Services on pricing terms and service terms that are equivalent to those generally available in the market to Publisher and/or the relevant Affiliate, as applicable, at the applicable time.

E. Nothing in this letter agreement will prevent Qwest from using subcontractors to provide services in connection with the Telecommunications Services to the extent that Qwest, at any given point in time, generally utilizes subcontractors to provide such services to customers who utilize similar services, in similar amounts, to those used by Publisher and/or the relevant Affiliate of Publisher, as applicable. Qwest will remain liable to Publisher and/or an Affiliate, as applicable, for the performance of such subcontractor.

3. Termination. Either Party will have the right to terminate this letter agreement upon the occurrence of any of the following events (including the failure to satisfy applicable cure rights set forth in this Section 3), provided that the other Party is given ninety (90) days' written notice prior to such termination: (i) the other Party fails to pay any invoice in accordance, as applicable, with the terms and conditions in Section 1.D or the terms and services applicable to the given Telecommunications Service and has not cured any such failure to pay an invoice in the time periods and with the dispute rights set forth therein or otherwise binding on the parties in connection therewith; (ii) other than with respect to a payment default pursuant to clause (i), the other Party breaches in any material respect any other material covenant or obligation in this letter agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from the terminating Party; or (iii) the other Party becomes the subject of a liquidation proceeding, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Notwithstanding anything in the foregoing to the contrary, with respect to clauses (i) and (ii) of the preceding sentence, the right to terminate this letter agreement will only apply with respect to the given section of this letter agreement pursuant to which the breach occurred (i.e. a breach by a Party of its obligations under Section 1 of this letter agreement will not give the other Party the right to terminate Section 2 of this letter agreement in the absence of an independent right to terminate such obligations).

4. Agreement to be Superseded By Definitive Agreements.

A. This letter agreement will have the effect of a legally binding agreement and will remain in full force and effect on the Parties unless and until corresponding Definitive Agreements (as defined below) superseding this letter agreement have been duly executed by the Parties.

B. The Parties will negotiate in good faith and use their commercially reasonable efforts to execute separate definitive full length agreements reflecting the matters contemplated by this letter agreement (the "**Definitive Agreements**") within ninety (90) days after the closing of the transactions contemplated by the LLC Purchase Agreement. The Definitive Agreements will contain standard and customary covenants, indemnities and other terms and conditions as negotiated by the Parties.

C. If the Parties are unable to agree on the terms of the Definitive Agreement within the above period, the following resolution procedures will apply. If, during the course of negotiations of the Definitive Agreements, a dispute arises regarding a proposed term or terms, such dispute will be referred to a senior executive officer of each Party with decision-making authority. If such executives are unable to resolve any such dispute, the Parties will proceed to perform their respective obligations under this letter agreement.

5. Miscellaneous.

A. Amendments; Waivers. Except as expressly provided herein, this letter agreement may be amended only by agreement in writing of all Parties. No waiver of any provision nor consent to any exception to the terms of this letter agreement or any agreement contemplated hereby will be effective unless in writing and signed by both Parties and then only to the specific purpose, extent and instance so provided. No failure on the part of any Party to

exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

B. Governing Law. This letter agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law.

C. Assignment. Neither this letter agreement nor any rights or obligations hereunder are assignable by one Party without the express prior written consent of the other Party; provided, however, that either Party may assign this letter agreement upon written notice to the other Party to any of its Affiliates without the consent of the other Party if such Affiliate agrees in writing to be bound by the terms of this letter agreement and the assigning Party remains liable for its obligations hereunder. A Change of Control (as defined below) of either Party hereto will not be deemed to be an assignment of this letter agreement, provided that if the relevant Party is no longer directly bound as a Party to this letter agreement (e.g., because the Change of Control is a sale or transfer of assets or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the obligations of such Party by operation of law), the successor, surviving or acquiring entity is required to agree in writing (whether as part of the acquisition agreement that provides for the other Party to be a third party beneficiary or in a separate agreement) to assume this letter agreement on substantially similar terms and in all material respects. “**Change of Control**” means: (i) an acquisition by any Person or group of Persons of the voting stock of the referenced Person in a transaction or series of transactions, if immediately thereafter such acquiring Person or group has, or would have, beneficial ownership of more than 50% of the combined voting power of the referenced Person’s then outstanding voting stock, including any such acquisition by way of a merger, consolidation or reorganization (including under the Bankruptcy Code), or series of such related transactions, involving the referenced Person; (ii) a sale, assignment or other transfer of all or substantially all of the referenced Person’s assets; or (iii) a confirmation of any plan of reorganization or liquidation under, or sale of assets pursuant to, the Bankruptcy Code, any out-of-court recapitalization or reorganization transaction or exchange offer, in any case in which more than fifty-one percent (51%) of such Person’s outstanding equity securities are issued in exchange for all or a significant portion of such Person’s outstanding debt or other securities, or a deed in lieu of foreclosure or any other remedy or right at law or contract by which substantially all of such Person’s equity securities or assets are surrendered, assigned or otherwise transferred to another Person.

D. Counterparts. This letter agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

E. Confidentiality. Each of QC and Buyer agrees that all non-public, confidential information so received from the other Party is deemed received pursuant to the confidentiality agreements dated as of April 22, 2002 and April 24, 2002 between an Affiliate of QC and an Affiliate of Buyer (the “**Confidentiality Agreements**”), and each Party will, and will

cause its representatives (as defined in the Confidentiality Agreements) to, comply with the provisions of the Confidentiality Agreements with respect to such information, and the provisions of the Confidentiality Agreements are hereby incorporated by reference with the same effect as if fully set forth herein.

F. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this letter agreement will be in writing and will be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; (iii) one day after being sent by Federal Express or other overnight delivery service; or (iv) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the other Party will, unless another address is specified by such Party in writing, be sent to the address indicated below:

If to Buyer or Publisher, addressed to:

Dex Holdings LLC
c/o The Carlyle Group
520 Madison Avenue
41st Floor
New York, New York 10022
Attention: James A. Attwood, Jr.
Fax: (212) 381-4901

With a copy to (which shall not constitute notice):

The Carlyle Group
520 Madison Avenue
41st Floor
New York, New York 10022
Attention: James A. Attwood, Jr.
Fax: (212) 381-4901

Welsh, Carson, Anderson & Stowe
320 Park Avenue
Suite 2500
New York, New York 10022-6815
Attention: Anthony J. deNicola
Fax: (212) 893-9548

Latham & Watkins
885 Third Avenue
Suite 1000
New York, New York 10022
Attention: R. Ronald Hopkinson, Esq.
Fax: (212) 751-4864

If to QCII or QC, addressed to:

Qwest Communications International Inc.
1801 California Street
Denver, CO 80202
Attention: General Counsel
Fax: (303) 296-5974

With a copy to (which will not constitute notice):

O'Melveny & Myers, LLP
1999 Avenue of the Stars, Suite 700
Los Angeles, California 90067
Attention: Steven L. Grossman, Esq.
Fax: (310) 246-6779

G. Relationships. Both Parties acknowledge and agree that the relationship arising from this letter agreement does not constitute an agency, joint venture, partnership, employee relationship or franchise.

H. Successors and Assigns; No Third Party Beneficiaries. This letter agreement is binding upon and will inure to the benefit of each Party and their respective successors or assigns, and nothing in this letter agreement, express or implied, is intended to confer upon any other Person or Governmental Entity any rights or remedies of any nature whatsoever under or by reason of this letter agreement.

I. Arbitration; Jurisdiction. Subject to Section I.E and the dispute resolution procedures applicable to a given Telecommunications Service under the applicable arrangement between Qwest and Publisher and/or an Affiliate of Publisher, any dispute, controversy or claim arising under or related to this letter agreement, regardless of the legal theory upon which it is based, will be settled by final, binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 et seq., in accordance with the American Arbitration Association Commercial Arbitration Rules. Nothing herein will, however, prohibit a Party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. In any arbitration, the number of arbitrators will be three, QC, on the one hand, and Buyer, on the other hand, each having the right to appoint one arbitrator, who will together appoint a third neutral arbitrator within thirty (30) days after the appointment of the last Party-designated arbitrator. All arbitration proceedings will take place in Denver, Colorado. The arbitrators will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that the arbitrator will have no authority to award special, punitive, exemplary, consequential, incidental or indirect losses or damages, including any damages relating to loss of profit or business opportunity, except to the extent, but only to the extent, that consequential, incidental or indirect losses or damages, including any damages relating to loss of profit or business opportunity, are caused by and are a reasonably foreseeable result of such breach or violation. Each Party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrators. The arbitrators will allocate the remaining costs of the arbitration proceeding. The Parties agree that the arbitrators will include, as an item of damages, the costs

of arbitration, including reasonable legal fees and expenses, incurred by the prevailing Party if the arbitrators determine that either: (i) the non-prevailing Party did not act in good faith when disputing its liability hereunder to the prevailing Party or when initiating a claim against the prevailing Party; or (ii) the prevailing Party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month year period. Should it become necessary to resort or respond to court proceedings to enforce a Party's compliance with this Section 5.I, such proceedings will be brought only in the federal or state courts located in the State and County of New York, which will have exclusive jurisdiction to resolve any disputes with respect to this letter agreement, with each Party irrevocably consenting to the jurisdiction thereof. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the Party requesting such compliance, will be reimbursed by the non-complying Party to the requesting Party.

J. Notwithstanding anything in this Agreement to the contrary, QC will not be deemed to be a party to Section 1 of this Agreement, and will not have liability to Publisher thereunder to pay the Ad Commitment Shortfall, to the extent that (i) QC reasonably determines, based upon the advice of its independent counsel and financial advisor, that the Annual Ad Commitment fails to represent a fair market value exchange or (ii) any Governmental Entity having jurisdiction over QC finds that the Annual Ad Commitment fails to represent a fair market value exchange, in each case, in comparison with (a) the benefits to be received by QC as a result of the placement of advertisements hereunder, (b) the benefits received by QC as a result of Publisher's execution and performance of the Commercial Agreements (including, without limitation, the Publishing Agreement), (c) the other benefits to QC arising pursuant to the terms of this letter agreement and (d) the direct benefits to be received by QC pursuant to the other transactions contemplated by the Purchase Agreements (in the event that QC is deemed to have contributed any Contributed Assets or Assumed Liabilities to Publisher) (the items in clauses (a) through (d), the "**QC Benefits**"). In such event, QC will remain jointly and severally liable with QCII for such portion of the Annual Ad Commitment which represents the fair market value of the QC Benefits. Additionally, any reduction in QC's obligations under Section 1 as a result of this Section 5.J shall not reduce the obligations of QCII hereunder with respect to the Annual Ad Commitment or the payment of any Ad Commitment Shortfall.

K. Severability. If any provision of this letter agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this letter agreement will be deemed valid and enforceable to the extent possible.

* * * *

Please acknowledge your agreement to the provisions in this letter by signing below.

Sincerely,

DEX HOLDINGS LLC

CARLYLE PARTNERS III, L.P., Member

By: TC Group III, L.P.,
its General Partner

By: TC Group III, L.L.C.,
its General Partner

By: TC Group, L.L.C.,
its Managing Member

By: TCG Holdings, L.L.C.,
its Managing Member

By: _____
Name: James A. Attwood, Jr.
Title: Managing Director

CP III COINVESTMENT, L.P., Member

By: TC Group III, L.P.,
its General Partner

By: TC Group III, L.L.C.,
its General Partner

By: TC Group, L.L.C.,
its Managing Member

By: TCG Holdings, L.L.C.,
its Managing Member

By: _____
Name: James A. Attwood, Jr.
Title: Managing Director

WELSH CARSON, ANDERSON & STOWE IX,
L.P., Member

By: WCAS IX Associates, L.L.C.
and its General Partners

By: _____
Name: Anthony J. de Nicola
Title: Managing Member

SGN LLC

By: _____
Name: _____
Title: _____

GPP LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted as of the above date:

QWEST COMMUNICATIONS INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

QWEST CORPORATION

By: _____
Name: _____
Title: _____